

THIS DOCUMENT PREPARED BY:

Millennial Bank

20 Meadowview Dr

Birmingham, AL 35242

20230113000011820

01/13/2023 02:29:57 PM

MORTAMEN 1/2

MORTGAGE MODIFICATION

Mortgagor:

Nella Properties, L.L.C.

An Alabama Limited Liability Company

PO Box 19546

Birmingham, AL 35219

Instruments of Record

1st REM recorded November 4, 2015, in Instrument No. 20151104000383730.

Transferred to Millennial Bank, recorded in Instrument No. 20180509000157770

Modified in Inst. No. 20191107000414960,

Assignment of Leases & Rents recorded in Instrument No. 20191107000414970.

State of Alabama

County of Shelby

KNOW ALL BY THESE PRESENTS: That

Whereas, Mortgagor Has heretofore executed the Mortgage and Security Agreement referenced above in favor of Millennial Bank "Mortgagee") to secure indebtedness owed by Mortgagor or another to Mortgagee; and

Whereas, Mortgagor desires to amend the Mortgage upon the terms and conditions set forth herein, it being specifically understood that except as amended hereby, the terms and conditions of the Mortgage remain unchanged and continue in full force and effect.

NOW, THEREFORE, in consideration of these presents, Mortgagor and Mortgagee agree that the Mortgage is hereby amended as follows {check applicable item(s)}:

 X Increase in Principal Sum of Secured Indebtedness. The principal sum of indebtedness identified in the Mortgage is hereby increased to the amount set forth in subpart C below:

A. Principal Sum of Indebtedness, as Recorded: \$250,000.000

B. Increase in Principal Sum of Indebtedness: \$17,000.00

C. Principal Sum of Indebtedness, as Amended: \$267,000.00

The amount set forth in subpart C above shall not be construed to restrict or limit the scope of the Mortgage as it applies to the indebtedness identified therein as secured.

 Additional Parcel of Real Property as Additional Security. As additional security for the indebtedness secured by the Mortgage, Mortgagor grants, bargains, sells and conveys unto Mortgagee the following described parcel of real property and subjects the same to the demise of the Mortgage:

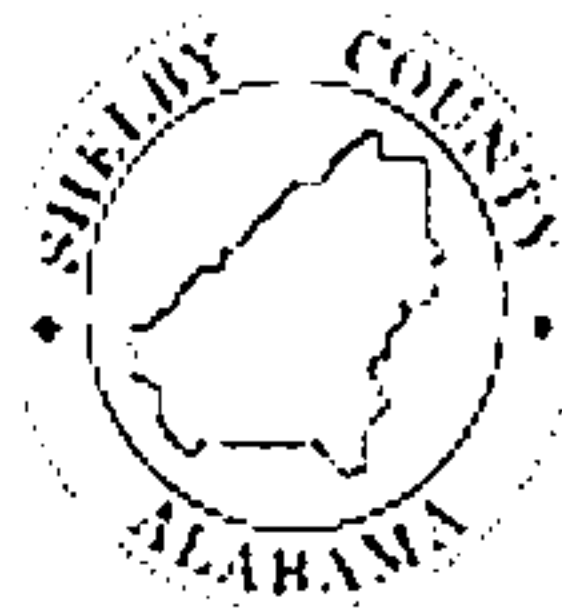
TO HAVE AND TO HOLD the same and every part thereof unto Mortgagee, its successors and assigns forever.

IT IS AGREED that nothing contained herein shall impair the security now held by Mortgagee nor waive, annul, vary or affect any provision, condition, covenant, or agreement contained in the Mortgage, except as specifically set out herein, nor affect or impair rights, powers or remedies of Mortgagee under the Mortgage.

IN WITNESS WHEREOF, Mortgagor has hereunto set his, her or their hand(s), or caused the Modification to Mortgage to be executed by its or their duly authorized officer or representative, this 13th of January 2023.

Nella Properties, L.L.C.

By: [Signature]
Derek Cavin
Its: Managing Member



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/13/2023 02:29:57 PM
\$53.50 JOANN
20230113000011820

[Signature] A. S. Bayl

CERTIFICATE

State of Alabama
County of Shelby

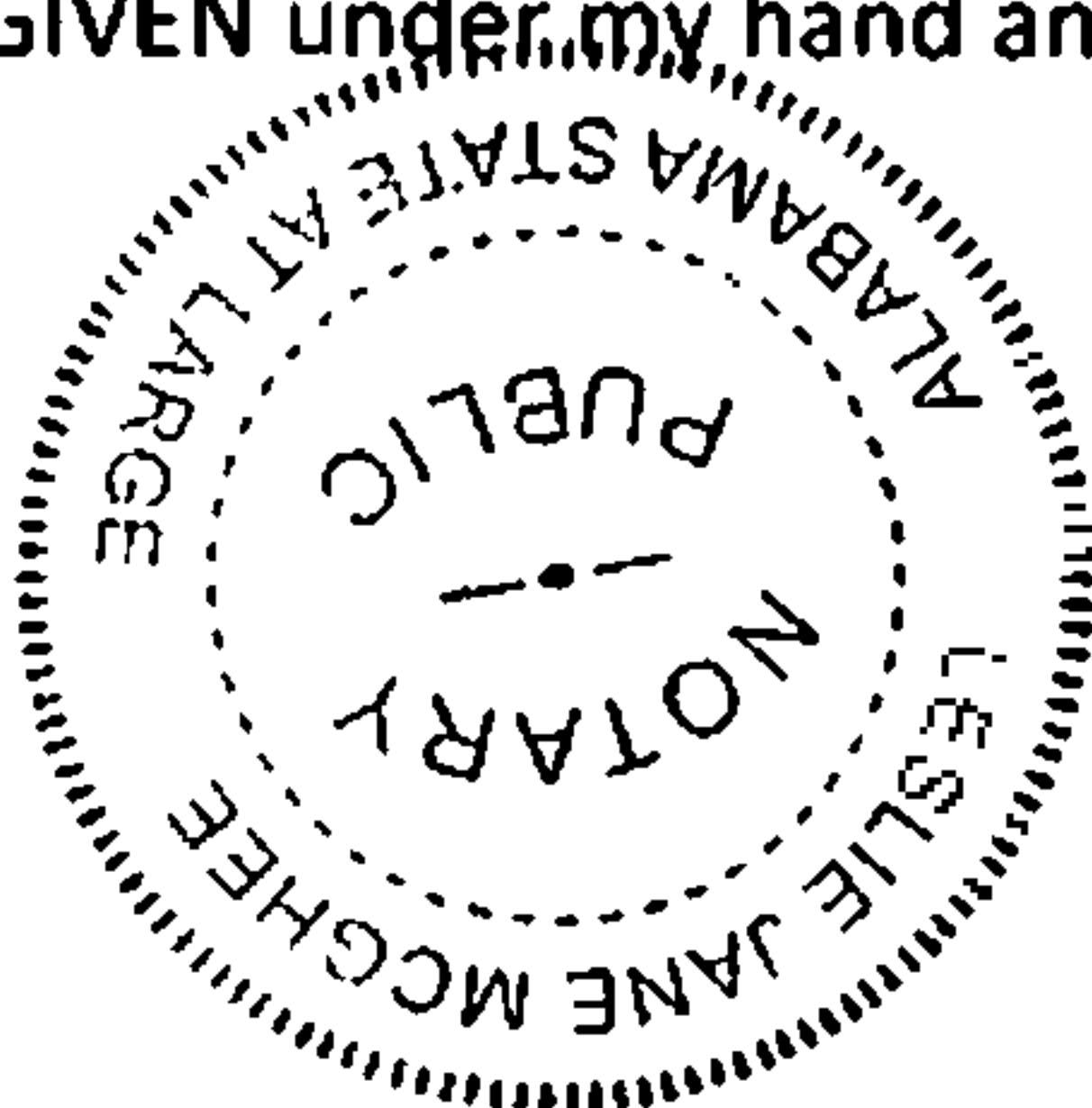
In compliance with Ala. Code 40-22-2 (1975), the owner of this Mortgage hereby certifies that the amount of the indebtedness reflected in the original Mortgage was \$250,000.00 on which the mortgage tax was paid. Mortgage tax on the additional \$17,000.00 is being paid with this filing. No additional or subsequent advances will be made under this Mortgage unless the Mortgage tax on such advances is paid in to the appropriate Judge of Probate Office no later than each September hereafter or a document evidencing such advances is filed for record in the above said office and the recording fee and tax applicable thereto paid.

Acknowledgement

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said County and State hereby certify that, Derek Cavin, Managing Member on behalf of Nella Properties, L.L.C., An Alabama Limited Liability Company is signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, they in their official capacities and with full authority executed the same voluntarily for and as the act of said Company on the day the same bears date.

GIVEN under my hand and seal this 13th day of January 2023



[Signature]
Notary Public
My commission expires: 7/19/25